

### Business Lease

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MIAMI-DADE COUNTY

EPARTMENT OF REGULATORY AND

This Agreement, entered into this \_\_\_\_\_day of \_\_September\_ VW 7000, LLC. , hereinafter called Owner/Landlord. and Dade County Fire Arms, Inc., hereinafter called Tenant. IS TO WITNESS: That the Owner/Landlord does this day lease unto Tenant: LOCATION 7004 SW 46 Street, Miami, Florida 33155 **FOLIO NUMBER TERM** TO HAVE AND TO HOLD said premises for the term of \_\_\_\_\_\_ One (1) Year\* October 1, 2014 and ending September 30, 2015 , at and for the agreed lease rental of \_\_\_ Thirty One Thousand Three Hundred Fifty and 00/100 RENT (\$ \_\_\_33,000.00 \_\_\_), payable to Owner/Landlord as follows: VW 7000, LLC. 4444 SW 71 Avenue Suite 101-B Miami, Florida 33155 Landlord will keep funds totaling \$5,500.00 + Florida Sales Tax as rent for leasing property from October 1, 2014 through November 30, 2014 during county hearing and approval process. If Tenant gets approval tenant will continue to pay rent on the first day of each month and will give the Landlord the Security Deposit of \$5,500.00. Beginning October 1, 2014 and on the first day of each month thereafter Tenant will pay Landlord \$2,750.00 + Florida Sales Tax plus \$25.00 water/sewer usage. Tenant will have two (2), three (3) year options to renew this lease. Rent will increase 4% annually.

IT IS FURTHER AGREED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECURITY

The above named Tenant, concurrently with the execution of this lease has deposited with Owner/Landlord VW 7000, LLC. \_the sum of \$ \_ \$5,500.00 \_, the receipt of which is hereby acknowledged by Owner/Landlord, which sum shall be retained by Owner/Landlord as security for the payment by Tenant of the rents herein agreed to be paid by Tenant and for the faithful performance by Tenant of the terms and covenants of this lease. It is agreed that Owner/Landlord, at Owner/Landlord's option, may at any time apply said sum or any part thereof toward the payment of the rents and all other sums payable by Tenant under this Lease, and towards the performance of each and every of Tenant's covenants under this lease, but such covenants and Tenant's liability under this lease shall thereby be discharged only pro tanto, that Tenant shall remain liable for any amounts that such sum shall be insufficient to pay; that Owner/Landlord may exhaust any and all rights and remedies against Tenant before resorting to said sum, but nothing herein contained shall require or be deemed to require Owner/Landlord so to do; that, in the event this deposit shall not be utilized for any such purposes, then such deposit shall be returned by Owner/Landlord to Tenant within ten days after the expiration of the term of this lease. Owner/Landlord shall not be required to pay Tenant any interest on said security deposit and the Owner/Landlord shall not be required to maintain said security deposit in a separate and/or special security deposit account.

EXAMINATION OF PREMISES

2. Tenant having examined the premises is familiar with the condition thereof and relying solely on such examination will take them in their present condition, unless otherwise expressly agreed upon in writing. Landlord will provide all electric, plumbing light and air conditioning in good working order.

ASSIGNMENT

3. Without the written consent of Owner/Landlord first obtained in each case, Tenant shall not assign, transfer, mortgage, pledge or otherwise encumber or dispose of this lease or the terms thereof or underlet the demised premises or any part thereof or permit the premises to be occupied by other persons. Owner/Landlord shall not unreasonably withhold said consent. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than the Tenant, the Owner/Landlord may, after default by the Tenant, collect rent from the assignee, under-tenant, or occupant and apply the net amount collected to the rent herein reserved, but no such collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant, or occupant as Tenant or a release of the Tenant from the further observance and performance by the Tenant of the covenants herein contained.

DELAY OF POSSESSION 4. If the Owner/Landlord is unable to give possession of the demised premises on the date of the commencement of the aforesaid term by reason of the holding of any prior tenant or tenants or for any reason; an abatement or diminution of the rent to be paid hereunder shall be allowed Tenant under such circumstances, but nothing herein shall operate to extend the term of the lease beyond the agreed expiration date; and said abatement in rent shall be the full extent of Owner/Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of the premises. If Owner/Landlord is unable to give possession of the demised premises

#### POSSESSION

commencement of the aforesaid term by reason of the holding of any prior tenant or tenants or for any reason; an abatement or diminution of the rent to be paid hereunder shall be allowed Tenant under such circumstances, but nothing herein shall operate to extend the term of the lease beyond the agreed expiration date; and said abatement in rent shall be the full extent of Owner/Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of the premises. If Owner/Landlord is unable to give possession of the demised premises to Tenant within 5 days next after commencement of the term of this lease, then Tenant shall have the right to cancel this lease upon written notice thereof delivered to Owner/Landlord with ten days after lapse of said day period; and, upon such cancellation, Owner/Landlord and Tenant shall each be released and discharged from all liability on this lease.

USE

5. The premises shall be used by Tenant for

Office / Warehouse for fire arms.

and for no other purposes. If there is an illegal use of the Premises as per Federal, State or Municipal statues, laws, ordinances and/or regulations this shall result in immediate termination of this lease.

## REAL ESTATE TAX CONTRIBUTION:

6. Landlord will pay all real property taxes on land and building, and personal property taxes (levied on air conditioning compressors, air handlers and other equipment required for the Landlord's operation of the building) imposed by lawful authority.

If the amount of taxes, at time of commencement of the term hereof, shall be increased in any subsequent lease year, over the amount of such taxes for the first full tax year, Tenant shall pay its pro-rata share of that portion of such excess, equal to the product obtained by multiplying said excess by a fraction, the numerator of which shall be the square foot area of the leased premises (2,800 sq. ft), and the denominator, which shall be  $2800/10,800 \pm \text{square feet}$ , comprising the total rentable square feet of the property, exclusive of common areas.

"First full tax year" shall mean the calendar year 2014. The additional rent provided for in this section shall be paid within twenty (20) days after presentation of written notice to Tenant by Landlord. Documentation supporting such additional rental payment requirements shall be available for inspection by Tenant during normal and reasonable business hours, at Landlord's designated place of business.

#### ADDITIONAL RENT:

7. The Tenant shall pay, as additional rent, any monies required to be paid pursuant to <u>Clause 6 and 8</u> and Riders hereto, if applicable and all other sums of money required to be paid by Tenant under this Lease, whether or not same is designated as "additional rent". If such amounts are not paid at the time required by this Lease, they shall, nevertheless, be collected as additional rent with the next installment of rent falling due hereunder. Nothing contained herein shall be deemed to delay or suspend the payment of any amounts due hereunder, or limit the remedies of the Landlord.

The Landlord shall notify the Tenant of the adjusted monthly rent, in writing, if such adjustment occurs. Failure of Landlord to promptly notify Tenant does not constitute a waiver by Landlord to collect all sums due under this provision. The Tenant agrees to pay the adjusted monthly minimum rent, together with any applicable taxes, as set forth in Section 6 of this Lease Agreement, on the first day of each and every month for the ensuing applicable twelve month period.

# COST OF MAINTENANCE:

8. If the "property's operating cost" and assessment shall increase in any calendar year, over such cost in calendar year 2014, the base year for this Lease Agreement, then Tenant shall pay its pro-rata share of such increase upon receipt of demand from Landlord. Said increase shall have a cap of 5% over the prior year's increase in controllable expenses. Controllable expenses shall be defined by any expense exclusive of Property Insurance and Utilities.

The "property's operating cost" shall mean the total cost and expense incurred in operating and maintaining the property in which the demised premises are a part, including, but not limited to, costs for security, landscaping, liability and property damage insurance, real estate and personal property (owned by Landlord and used in the operation of the property) taxes, assessments, property repairs and maintenance including the parking lot, lighting and electrical repairs, water and sewer, trash collection, pest control, and the costs for personnel to implement such services, including reasonable property management fees.

Not included in such costs are carrying charges, any expenses reimbursed by another Tenant, interest, mortgage loan principal, capital improvements, including the purchase of air conditioning compressors, and or air handlers, plumbing and lighting fixtures, roof replacement, landscaping additions, window glass and any items for which there is insurance reimbursement to the Landlord.

The additional rent required to be paid by Tenant in this Section 8, shall be paid within thirty (30) business days from the date of receipt of invoice to Tenant from Landlord, without any setoffs or deductions whatsoever. Failure to pay as prescribed shall be deemed a default of the Lease Agreement by Tenant. Tenant shall have the right to review the charges and calculations which are used for the purpose of this paragraph at the Landlord's offices.

PARKING:

9. The Tenant shall have the right to park in 2 space(s)\* as indicated plus the non-exclusive right to use any other unassigned parking spaces. The Tenant may not carry on any business in the parking or landscaped areas of the building but the same shall not be construed so as to prohibit the loading or unloading of trucks or to other vehicles or emergency repairs to any of its vehicles. The parking area is to be used for the parking of automotive vehicles and no storage shall be permitted on the outside of the building. \*parking is not currently assigned.

### HAZARDOUS MATERIAL

10. The Tenant expressly represents to the Owner/Landlord that he does not in anyway use hazardous or toxic materials in the operation of his business. The Tenant further states that the space being rented will, in the future, not be used for the handling, storage, transportation, or disposal of hazardous and toxic materials. The Tenant agrees to indemnify, defend, and hold the Owner/Landlord harmless from and against any loss to the Owner/Landlord, including without limitation, attorney's fees incurred by the Owner/Landlord as a result of such past, present, or future use, handling, storage, transportation, or disposal of hazardous or environmental clean-up or toxic

PEC present or future use, materials.

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PART PARTMENT OF REAL PROPERTY AND DEVELOPMENT SURVEYS

**ALTERATIONS** 

Tenant will make no alterations, additions or improvements in or to the premise without the written consent of the Owner/Landlord; and all additions, fixtures, or improvements, except on store and office furniture and fixtures, shall be and remain a part of the premises at the expiration of this lease.

**EXTERIOR** 

12. Owner/Landlord agrees to keep all of the exterior parts of said premises in good repair at all times. If any part of the exterior or interior of the premises is injured or damaged by any breaking and/or entering said premises, or by any attempt to break and/or enter said premises, by any third person or persons, Tenant agrees to promptly cause all necessary repairs to be made at Tenant's expense so as to promptly restore said premises to its condition immediately prior to said breaking and/or entering or said attempt to break and/or enter. The Owner/Landlord is responsible to keep and maintain electrical service and water and sewer line to the leased premises unless damage to the foregoing is caused by Tenant, its agents, employees or invitees.

Tenant agrees to immediately upon demand, by the Owner/Landlord, correct any damage to water apparatus, septic tanks, drain fields, electric lights or any fixtures, appliances or appurtenances of said premises or of the building, caused by the act or neglect of the Tenant or any person, or persons in the employment of or under control of the Tenant or caused by Tenant.

**INTERIOR** 

Tenant agrees to keep the interior of said premises all windows, screens, awnings, doors, including the overhead truck loading doors, interior walls, pipes, machinery, plumbing, electric wiring, and other fixtures and interior appurtenances, in good and substantial repair and clean condition at Tenant's own expense, fire, windstorm, or other acts of God, alone excepted. All glass, both interior and exterior, is at the sole risk of Tenant and Tenant agrees to replace at Tenant's own expense, any glass broken during the terms of this lease, and the Tenant agrees to insure and to keep insured, all plate glass in the demised premises and to furnish the Owner/Landlord with certification of said insurance. It is hereby understood and agreed that in the event that there is an air conditioning unit (or units) in the demised premises, the Tenant shall maintain the same during the term of this lease and shall return said unit (or units) to the Owner/Landlord at the termination of this lease in good working order, reasonable wear and tear excepted

ASSIGNMENT **CHATTELS** 

Tenant hereby pledges and assigns to Owner/Landlord all furniture, fixtures, goods and chattels of Tenant which shall or may be brought or put on said premises as security for the payment of said rent, and Tenant agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of Owner/ Landlord. It is understood and agreed that any merchandise, fixtures, furniture or equipment left in premises when the Tenant vacates shall be deemed to be abandoned by Tenant and by such abandonment Tenant automatically relinquishes any right or interest therein. Owner/Landlord is authorized to sell, dispose of or destroy same.

REGULATIONS AND **INSURANCE** 

Tenant shall promptly execute and comply with all statues, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City Government, and of any and all their Departments and Bureaus, applicable to said premises for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises, during said terms. Tenant agrees to pay an increase in the amount of insurance premiums over and above the rate now in force that may be caused by Tenant's use or occupancy of the premises. Tenant agrees to carry \$1,000,000 dollars liability insurance naming the Owner/Landlord additional insured. Proof of such coverage shall be sent to Owner/Landlord within 20 days of Tenant's occupancy of the demised premises or lease will be terminated should Tenant not comply.

ABANDON-MENT

If Tenant shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears, Owner/Landlord may, at his option, but only after proper notice, cancel this lease, in the manner stated in Paragraph 23 hereof, or Owner/Landlord may enter said premises as the agent of Tenant, by force or otherwise, without being liable in any way therefore, and relet the premises with or without any furniture or equipment that may be therein, as the Agent of Tenant, at such price and upon such terms and for such duration of time and if the full rental herein provided shall not be realized by Owner/Landlord over and above the expenses to Owner/Landlord in such reletting, Tenant shall pay any deficiency.

ATTORNEY'S FEES

Tenant agrees to pay all cost and expenses of collection and reasonable Attorney's fees on any part of said rental that may be collected by an Attorney, suit, distress, or foreclosure. Tenant further agrees to pay all costs, expenses and reasonable attorney's fees incurred by Owner/Landlord due to the breach of any of the terms and conditions of this lease by Tenant.

FIRE

In the event the premises shall be destroyed or so damaged or injured by fire or other casualty, during the life of this agreement, whereby the same shall be rendered untenantable, then Owner/Landlord shall have the right to render said premises tenantable by repairs within ninety days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. During any time that the premises are untenantable due to causes set forth in this paragraph, the rent or a just and fair proportion thereof shall be omitted.

PERSONAL. **PROPERTY** 

All personal property placed or moved in the premises above described shall be at the risk of Tenant or the owner thereof, and Owner/Landlord shall not be liable to Tenant for any damages to said personal property unless caused by or due to gross negligence of Owner/Landlord, Owner/Landlord's agents or employees.

**CHARGES** FOR **SERVICES** 

It is understood and agreed between the parties hereto that any charges against Tenant ordered by Tenant in writing from Owner/Landlord for services, utilities or for work done on the premises by order of Tenant, or otherwise accruing under this lease shall be considered rent due and shall be included in any lien for rent.

SIGNS. **AWNINGS** 

No awnings, sign or signs shall be attached to or erected on the exterior of the premises without the written consent of Owner/Landlord having been first obtained, signs must conform to the Landlord's design and location & Installed by Instant Signs. (305) 663-0244. Landlord will allow Tenant location on the building for signage.

RIGHT OF ENTRY

CE 22V E Owner/Landlord, or any of his agents, shall have the right to enter said premises during all reasonable 215—7 may be deemed necessary for the safety, comfort and preservation thereof, or of said building, or to exhibit said JUL 2 1 2015

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premises, and to put or keep upon the doors or windows thereof a notice, "FOR RENT" at any time within thirty days before the expiration of this lease. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this agreement.

TIME

23. It is understood and agreed between the parties hereto that time is the essence of all the terms and provisions of this lease.

NOTICES

24. It is understood and agreed between the parties hereto that written notice addressed to Tenant and mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Tenant, and written notice addressed to Owner/Landlord and mailed or delivered to the office of Owner/Landlord shall constitute sufficient notice to the Owner/Landlord, to comply with the terms of this lease.

**NON-PAYMENT** 

25. Tenant agrees: that Tenant will promptly pay said rent at the times above stated: that Tenant will pay all charges for water, and sewer charged by the Owner/Landlord during the term of this lease.

WRITTEN AGREEMENT 26. This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing signed and scaled by Owner/Landlord and Tenant. No surrender of the demised premises, or of the remainder of the term of this lease, shall be valid unless accepted by Owner/Landlord in writing.

HEIRS AND ASSIGN

This lease and all provisions, covenants and condition thereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto, except that no person, firm, corporation or court officer holding under or through Tenant in violation of any of the terms, provisions or conditions of this lease, shall have any right interest or equity in or to this lease, the terms of this lease or the premises covered by this lease. This shall apply only to the extent allowed under Florida law for Limited Liability Companies. No personal guarantee, express or implied is extended under this lease by the Tenant's owners and/or officers.

INDEMNIFY OWNER/ LANDLORD 28. In consideration of said premises being leased to Tenant for the above rental, Tenant agrees: that Tenant, at all times, will indemnify and keep harmless Owner/Landlord from all losses, damage, liabilities and expenses, which may arise or be claimed against Owner/Landlord and be in favor of any person, firm or corporation, for any injuries or damage to the person or property of any person, firm or corporation, consequent upon or arising from the use and occupancy of said premises by Tenant, or consequent upon or arising from any acts, omissions, neglect or fault of Tenant (his agents, servants, employees, licensees, customers or invitees), or consequent upon or arising from Tenant's failure to comply with the aforesaid laws, statutes, ordinances or regulations; that Owner/Landlord shall not be liable to Tenant for any damages, losses, or injuries to the person or property of Tenant which may be caused by the acts, neglect, omissions or fault of any person, firm, or corporation and the Tenant will indemnify and keep harmless Owner/Landlord from all damages, liabilities, losses, injuries or expenses which may arise or be claimed against Owner/Landlord and be in favor of any person, firm or corporation, for any injuries or damages to the person or property of any persons, firm or corporation, where said injuries or damages arose about or upon said premises. Except Tenant shall not be responsible for nor required to hold harmless and/or indemnify the Owner/Landlord, its agents, acts or negligence.

BANKRUPTCY

It is agreed between the parties hereto: If the Tenant shall be adjudicated a bankrupt or an insolvent or take the benefit of any federal reorganization or composition or make a general assignment or take the benefit of any insolvency law, or if Tenant's leasehold interest under this lease shall be sold under any execution or process of law, or if a trustee in bankruptcy or a receiver be appointed or elected or had for Tenant (whether under federal or state laws), or if said premises shall be abandoned or deserted, or if Tenant shall fail to perform any of the covenants or conditions of this lease on Tenant's part to be performed, or if this lease or the terms hereof be transferred or pass to any person, firm, officer or corporation other than the Tenant, then and in any of such events this lease and the term of this lease, at Owner/Landlord's option, shall expire and end, seven days after Owner/Landlord shall give Tenant written notice (in the manner hereinabove provided) of such act, condition or default and Tenant hereby agrees immediately to then quit and surrender said premises to Owner/Landlord; but this shall not impair or affect Owner/Landlord's right to maintain summary proceedings for the recovery of the possession of the demised premises in all cases provided by law. If the term of this lease shall be so terminated, Owner/Landlord may immediately or at any time thereafter re-enter or re-posses the premises and remove all person and property therefrom without being liable for trespass or damages.

WAIVER

30. No waiver of any condition or covenant of this lease by Owner/Landlord shall be deemed to imply or constitute a further waiver by Owner/Landlord of the same or any other condition or covenant of this lease. The rights and remedies created by this lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use another. The failure on the part of the Owner/Landlord to promptly exercise any of its rights under the terms of this lease shall not operate or be deemed to waive or forfeit any of the said rights.

PEACEFUL POSSESSION

31. Subject to the terms, conditions and covenants of this lease, Owner/Landlord agrees that Tenant shall and may peaceably have, hold and enjoy the premises above described, without hindrance or molestation by Owner/Landlord.

RIGHT TO MORTGAGE OR LEASE 32. Tenant's rights shall be subject to any bonafide mortgage which now covers said premises or which may hereafter be placed on said premises by Owner/Landlord. Tenant agrees to promptly and upon demand to execute an appropriate subordination agreement if the Owner/Landlord should hereafter undertake to secure a new mortgage encumbering the demised premises. Tenant shall have quiet enjoyment of the premises.

BEYOND OWNER/ LANDLORD'S CONTROL 33. None of the acts, promises, covenants, agreements or obligations on the part of the Tenant to be kept, performed or not performed as the case may be, nor the obligation of the Tenant to pay rent and/or additional rent or other charge or payment shall be in anywise waived, impaired, excused or affected by reason of the Owner/Landlord being unable at any time or times during the term of this lease to supply, or being prevented from, or delayed in any service expressly or implied on part of the Owner/Landlord to be supplied, or by reason of the Owner/Landlord being unable to make any alterations, repairs or decorations or to supply any equipment or fixtures, or any other promise, covenant, agreement or obligation on the part of the Owner/Landlord to be performed, if the

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Owner/Landlord's inability or delay shall arise by reason of any law, rule or regulation of any Federal, State, Municipal or other governmental department, agency or subdivision thereof, or by reason of conditions of supply and demand due to National Emergency or other conditions or causes beyond the Owner/Landlord's control.

EMINENT DOMAIN 34. In the event any portion of the leased premises is taken by an condemnation or eminent domain proceedings, the (minimum) monthly rental herein specified to be paid shall be ratably reduced according to the area of leased premises which is taken, and Tenant shall be entitled to no other consideration by reason of such taking, and any damages suffered by Tenant on account of the taking of any portion of the leased premises and any damages to any structures erected on said leased premises, respectively, that shall be awarded to Tenant in said proceedings shall be paid to and received by Owner/Landlord, and Tenant shall have no right therein or thereto or to any part thereof, and Tenant does hereby relinquish and assign to Owner/Landlord all Tenant's rights and equities in and to any such damages. Should all of the leased premises be taken by eminent domain, then and in that event Tenant shall be entitled to no damages or any consideration by reason of such taking, except the cancellation and termination of this lease as of the date of said taking.

SURRENDER PREMISES

35. Tenant agrees to surrender to Owner/Landlord, at the end of the term of this lease and/or upon any cancellation of this lease, said leased premises in as good condition as said premises were at the beginning of this lease, ordinary wear and tear and damage by fire and windstorm or other acts of God, excepted. Tenant agrees that, if Tenant does not surrender to Owner/Landlord, at the end of the term of this lease, or upon any cancellation of the term of this lease, said leased premises, then Tenant will pay to Owner/Landlord all damages that Owner/Landlord may suffer on account of Tenant's failure to so surrender to Owner/Landlord possession of said leased premises, and will indemnify and save Owner/Landlord harmless from and against all claims made by any succeeding tenant of said premises against Owner/Landlord on account of delay of Owner/Landlord in delivering possession of said premises to said succeeding tenant so far as such delay is occasioned by failure of Tenant to so surrender said premises. Any holding over by the Tenant after the termination or expiration of the Tenant's term shall be deemed to be an unlawful detainer.

LIENS

36. The Tenant herein shall not have any authority to create any liens for labor or material on the Owner/Landlord's interest in the above described property and all person contracting with the Tenant for the destruction or removal of any building or for the erection, installation, alteration, or repair of any building or other improvements on the above described premises and all material men, contractors, mechanics, and laborers, are hereby charged with notice that they must look to the Tenant and to the Tenant's interests only in the above described property to secure the payment of any bill for work done or material furnished during the rental period created by this lease.

Tenant further agrees that Tenant will only pay for work ordered in writing and all liens of contractors, subcontractors, mechanics, laborers, material men and other items of like character related to said ordered work and will indemnify Owner/Landlord against all legal costs and charges, bond premiums for release of liens, including counsel fees reasonably incurred in and about the defense of any suit in discharging the said premises or any part thereof that the costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent

IMPROVE-MENTS 37. The Tenant may, with the Owner/Landlord's permission, have installed a central air conditioning unit on the roof of the building. The Tenant will be responsible to make sure that the installation has been made in compliance with Dade County Building and Zoning regulations and that the installation does not cause any leaks to the roof. Upon expiration of this lease, either by fulfilling the terms herein or by default by the Tenant, said air conditioning unit(s) shall become the property of the Owner/Landlord, without compensation, and shall not in any circumstances be removed by the Tenant. Any other improvements made by the Tenant and attached to said leased premises shall also become the property of the Owner/Landlord, without compensation, at the expiration of the lease.

WATER DAMAGE

38. It is expressly agreed and understood by and between the parties to this agreement, that the Owner/Landlord shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person or for any damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of breakage, leakage, or obstruction of the water, sewer or soil pipes, or any other leakage in or about the said building, including its roof.

AGENCY DISCLOSURE

39. This notice is being given to you under the requirements of Chapter 475 of the Florida Statues. For your information Maddux & Co. is acting as Agent of the Owner/Landlord of this property and will be compensated by the Owner/Landlord for negotiating this lease. By signing this lease the Tenant understands that Maddux & Co. does not represent the Tenant but rather is an agent for the Owner/Landlord.

SALES TAX

40. Tenant shall pay all Sales and Use Taxes due as a result of business conducted on the premises, and Personal Property Taxes assessed against the personality situate thereon.

LATE CHARGE

41. A late charge of five percent (5%) of the rental or assessment due shall be assessed for each month's rent that is more than five (5) days late.

END OF TERM/ ABANDONED PROPERTY 42. At the end of the term of this lease, or at such other time as the Tenant may vacate the premises demised herein, the Tenant shall remove all of the Tenant's property. All property, installations and additions required to be removed by the Tenant upon the Tenant's vacating the Premises, be considered abandoned by the Tenant if then remaining on the Premises. At the option of the Owner/Landlord, such abandoned property may be removed by the Owner/Landlord at Tenant's expense or may be retained by the Owner/Landlord as Owner/Landlord's property.

HOLDING OVER 43. If, without objection by Owner/Landlord, the Tenant holds possession of the Premises after expiration of the term of this lease, Tenant shall become a tenant month to month, upon the terms herein specified but at a monthly rental equivalent to 150% of then prevailing monthly rental paid by the Tenant at the expiration of the term of this lease, payable in advance on or before the first day of each month. Each party shall give the other written notice at least one (1) month prior to the date of termination of such monthly tenancy of its intention to terminate such tenancy.

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DEPARTMENT OF REGULATORY AND

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NOTICE NOT TO RENEW 44.

WAIVER OF TRIAL BY JURY

45. It is mutually agreed by and between Owner/Landlord and Tenant that the respective parties hereto shall, and they do hereby, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of, or in any way connected with, this Lease, the relationship of Owner/Landlord and Tenant, and Tenant's use of, or occupancy of, the Premises. Tenant further agrees that it shall not interpose any counterclaim or counterclaims in summary proceeding or in any action based upon non-payment of rent or any other payment of Tenant hereunder.

DISCLOSURE

46. The Tenant understands that the Owner/Landlord does not have title to personal property located on the subject Premises and that the said personal property may be encumbered by liens. The Tenant also understands that the rental payments stipulated to be paid under this Lease are solely for the use and occupancy of the demised real estate and the Owner/Landlord is not purporting to rent to the Tenant any of the personal property currently located on the Premises and that the Owner/Landlord specifically makes no warranty of quiet enjoyment with respect to any of the personal property as may be located on the said Premises.

PRIOR OCCUPANCY 47. If Tenant, with Owner/Landlord's consent, shall occupy the Leased Premises prior to the beginning of the Lease Term specified herein, all provisions of this Lease shall be in full force and effect commencing upon such occupancy.

WAIVER OF SUBROGA-TION 48. Owner/Landlord and Tenant each waive any claim against each other for property damage to the extent that such claim is covered valid and collectible fire and extended coverage insurance carried for the benefit of the party entitled to make such claim and provided the insurer pays such claim; on condition further that this waiver shall not apply if the policy of such insurance would be invalidated by the operation of said waiver.

SEVERA-BILITY 49. If any term, provision, covenant or condition of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, provision, covenant and condition shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Florida.

RADON GAS

50. NOTICE TO PROSPECTIVE TENANT: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health trust. Pursuant to Chapter 404.056(8), Florida Statues.

TRASH PICKUP 51. The landlord does not provide commercial trash pickup. Waste material may not be left on the premises. All trash must be bagged and put inside a dumpster. Violation of this clause will result in a minimum \$50.00 clean-up charge per incident.

EXCULPA-TION 52. Tenant agrees that it shall look solely to the estate and property of the Owner/Landlord in the land and building of which the Leased Premises are a part for the collection of any judgment (or any other judicial process) requiring the payment of money by Owner/Landlord in the event of any default or breach by the Owner/Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by the Owner/Landlord and no other property or estates of Owner/Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of the Tenant's remedies.

ADDITIONAL RENT

53. All charges for services, property taxes, late fees, and other charges under this Lease shall be collected in the same manner as rent and shall be included in any lien for rent.

TENDER AND DELIVERY OF LEASE INSTRUMENT

- 54. Submission of this instrument does not constitute an offer, right of first refusal, reservation of, or for the Leased Premises. This instrument becomes effective as a Lease upon the execution and delivery by both Owner/ Landlord and Tenant.
- 55. The undersigned for the Tenant hereby represents, warrants and guaranty to the Landlord that they are empowered by and with the power of Tenant to enter into this Agreement. As evident of such authority and power they individually, severally and collectively agree to personally guaranty any and all sums and amounts, which are now or shall become due and payable by the Tenant under this Agreement.

NON MONETARY DEFAULTS

- The failure of Tenant to comply with the non-monetary obligations of Tenant under this Lease shall constitute a default under this lease. In the event Tenant, after receiving written notice of such default from Owner/Landlord, shall fail to cure the default within seven (7) days, of if the default cannot be cured within seven (7) days, to commence with cure within seven (7) days and proceed diligently thereafter to complete the cure, Owner/Landlord shall have the right to cure the default and add the cost to the rent due under this Lease or to terminate the Lease and require that Tenant immediately vacate the premises.
- 57. Any liability of Owner/Landlord under this Lease shall be limited solely to Owner/Landlord interest in the project of which the Leased Premises are a part thereof and in no event shall any personal liability be asserted against Owner/landlord, Landlord's successors in interest, and their respective members, partners, shareholders, officers, directors, agents or employees in connection with this Lease, nor shall any recourse be had to any other property or assets of Landlord, Landlord's successors in interest, and their members, partners, shareholders, officers, directors, agents or employees. In no event shall Owner/Landlord be liable consequential or punitive damages as a result of a breach or default under or otherwise in

JUL 2 1 2015

MIAMI-DADE COUNTY

DEPARTMENT OF REGULATORY AND

ECONOMIC RESOURCES

DEVELOPMENT SERVICES

Witnesses as to Owner Landlord	VW 7000 LLC.  OWNER LANDLORD (Seal) (Date)
Witnesses as to Tenant:	Dade County Fire Arms, Inc.  TENANT  9/26/14  (Seal)  (Seal)

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